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TAGS: [KTIA](#) [MARR](#) [MOPS](#) [PM](#) [PREL](#) [BF](#)

SUBJECT: AGREEMENT WITH BAHAMAS ON STATUS OF FORCES FOR
EXERCISE TRADEWINDS FROM MARCH 4, THROUGH MARCH 18, 2009

REF: SECSTATE 10122

¶1. This is an action cable. See paragraph 4.

¶2. The Ministry of Foreign Affairs of the Commonwealth of The Bahamas (MFA) submitted the attached diplomatic note (full text at paragraph 2) on March 27 in response to U.S. proposed draft language as contained in Reftel. The MFA advised the Embassy that the proposed language reverts back to the 2005 diplomatic note text agreed upon for the 2005 Exercise TRADEWINDS. The 2009 exercise is scheduled to start March 4 and MFA explained that their Attorney General's office recommended the 2005 language in order to have an agreement in place in time for the exercise start. U.S. forces are currently operating on a waiver signed February 6 by MARFORSOUTH Commander, "authorizing the deployment of U.S. forces to The Bahamas for TRADEWINDS 09 without SOFA protections in place." Post is requesting guidance on MFA proposed language.
BEGIN TEXT:

¶3. The Ministry of Foreign Affairs of the Commonwealth of The Bahamas presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions between representatives of the United States and the Government of the Commonwealth of The Bahamas regarding issues related to Exercise Tradewinds.

Specifically, the Ministry wishes to refer to the issues related to the status of The United States military and civilian personnel and wishes to propose that the text in this regard for the 2005 Exercise Tradewinds be used for the 2009 Exercise Tradewinds as follows:

With regard to members of the Armed Forces of the United States and civilian personnel of the United States Department of Defense (collectively referred to as United States personnel) who may be temporarily present in The Bahamas in connection with the Tradewinds 2009 exercise scheduled from 4th March, 2009 through 18th March, 2009, the Ministry proposes that such personnel be accorded a status equivalent to that accorded to the Administrative and Technical staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic Relations of April 18th 1961. It shall be the responsibility of United States personnel to respect the laws of The Bahamas and to abstain from any activity inconsistent with the spirit of this agreement. Authorities of the government of the United States of America shall take all necessary measures to that end. The authorities of The Bahamas and United States Military Police investigators shall cooperate in the investigation and, where appropriate, prosecution of any crime believed to have been committed by or against United States personnel.

Further, that United States personnel will be permitted to enter and exit The Bahamas with United States identification and with collective movement or individual travel orders that authorities of The Bahamas shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States authorities to United States

personnel for the operation of vehicles; that vehicles will be operated in so far as operationally possible in conformity with Bahamian traffic regulations; and that such personnel will be permitted to wear uniforms when performing official duties and to carry weapons when their orders call for it, provided that attempts shall be made to minimize any public display of such weapons.

The Government of the Commonwealth of The Bahamas will accord duty-free importation and exportation, as well as exemption from inspection and taxation on products, property, material, equipment, vehicles, vessels and aircraft imported into, acquired in or exported from The Bahamas by or on behalf of the United States Government or United States personnel in connection with their activities under this agreement; and that the parties shall cooperate in taking such steps as shall be necessary to ensure the security of United States personnel and property in The Bahamas.

United States personnel may deploy with all authorized unit and individual equipment. Maintenance, control and security of such equipment are the responsibility of the United States Government. Baggage, personal effects, and other property for the personal use by the United States personnel may be imported into and used in The Bahamas in connection with activities under this agreement.

Title to United States Government property (such as equipment, material, supplies and other property) imported into or acquired in The Bahamas by or on behalf of the United States Government in connection with activities under this agreement shall remain with the United States Government which may remove such property from The Bahamas from at any

time, free from export, duties, taxes and other charges. United States Government and other personal property may be removed from The Bahamas, or disposed of therein, provided that disposition of such property in The Bahamas to persons or entities not entitled to exemption from applicable taxes or duties under this agreement shall be subject to payment of such taxes and duties by such persons or entities.

The United States personnel in The Bahamas shall enjoy freedom of movement and the right to undertake those activities deemed necessary for the performance of their mission in connection with their activities under this agreement and vehicles, vessel, and aircraft owned by or operated by or the United States Armed Forces shall be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges or lighterage or harbor dues, or other similar fees while in The Bahamas; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Vehicles owned by the United States Armed Forces need not be registered, but shall have appropriate identification markings.

The Government of the Commonwealth of The Bahamas shall accept as valid, for the purposes of activities performed in the course of the exercise, professional licenses issued by the appropriate United States Government authorities to United States personnel involved in the Tradewinds 2009 exercise.

The United States Armed Forces personnel may use water, electricity, and other public utilities and facilities on terms and conditions, including rates and charges, no less favorable than those available to the Bahamian Defense Forces, in like circumstances, unless otherwise agreed. The Government of the Commonwealth of The Bahamas shall, upon request, assist the United States authorities in obtaining water, electricity and other public utilities and facilities.

Bahamian authorities shall permit the United States Armed Forces and United States personnel to use radio communications for the conduct of the official duties of the United States personnel in connection with their activities under this agreement. The responsible Bahamian authorities

shall notify the United States Armed Forces of the radio frequencies to be used for local and international official duties.

In the event that agreed activities involve the use of a contractor, the United States Government may award contracts for acquisitions of articles and services, in accordance with United States laws and regulations. The United States government shall have the right to choose such contractors, and United States contractors not normally residence in The Bahamas and their employees shall be accorded the same privileges as United States personnel with regard to licensing and registration of vehicles, drivers and professional personnel; and with regard to the export, import and acquisition of goods and equipment for official or personal use.

The Governments of The Bahamas and the United States shall waive any and all claims other than contractual claims against each other for damage or loss or destruction of the other,s property or injury or death to the personnel of either party arising out of the performance of their official duties in connection with their activities under this agreement. Claims by third parties for damages or loss caused by United States personnel will be resolved by the United States Government in accordance with United States laws and regulations. Contractual claims shall be dealt with in accordance with the provisions of the contract. Claims arising under this agreement shall not be affected by the expiration of this agreement on 18 March 2009.

Additional arrangements as may be necessary may be entered into by the appropriate authorities of the two governments for the effective operation of this agreement.

The Government of The Bahamas and the United States agree to consult as necessary to resolve any questions relating to the interpretation of this agreement of any claims arising under this agreement including third party claims involving citizens or permanent residents of The Bahamas.

The Ministry of Foreign Affairs of the Commonwealth of The Bahamas avails itself of this opportunity to renew to the Embassy of the United States of America, the assurances of its highest consideration.

END TEXT.

14. ACTION REQUEST. Post requests guidance on the proposed language contained in the MFA diplomatic note.

ZUNIGA-BROWN